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New York Mills Ufsd And New York
Mills Teachers Assn

AGREEMENT BETWEEN

NEW YORK MILLS

UNION FREE

SCHOOL DISTRICT

AND

NEW YORK MILLS

TEACHERS' ASSOCIATION

For the Period
July 1, 2001 -- June 30, 2005

RECEIVED

JAN 23 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

56

MEMORANDUM OF AGREEMENT

BETWEEN

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

AND THE

NEW YORK MILLS TEACHERS' ASSOCIATION



President of the New York Mills
Teachers' Association



Superintendent of Schools

Date: _____

July 10, 2001

Date: _____

July 10, 2001

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SECTION I

EXTENT AND PURPOSE OF AGREEMENT

- A. Both the New York Mills Teachers Association and the Chief School Administrator of New York Mills Union Free School District recognize the primacy over any agreement in this contract of germane federal and state law, and they further affirm their desire and intent to conclude agreements in accordance with the intent and spirit of the Public Employees Fair Employment Act. Basic to each agreement is the wish and intention to provide the best possible education for the children of the New York Mills public school system.
- B. This agreement shall be for the period July 1, 2001 through June 30, 2005.
- C. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.
- D. The Superintendent of Schools will furnish a copy of this Agreement to each teacher.
- E. The Board recognizes the Association as the exclusive negotiating and bargaining representative for all members of the professional staff except the Superintendent of Schools, Principals, and Business Administrator.

SECTION II

FINANCIAL

Placement on schedule does not necessarily reflect years of service within the District.
The following salary schedule and notes shall be in effect during this agreement:

SALARY PLACEMENT FOR 2001-2002

STEP	B	B+30	B+60
4	27,341	29,941	32,441
5	28,171	30,584	32,996
6	29,646	32,058	34,471
7	31,224	33,637	36,049
8	32,779	35,191	37,604
9	34,283	36,695	39,108
10	35,757	38,170	40,582
11	37,232	39,644	42,057
12	38,706	41,118	43,531
13	40,180	42,593	45,005
14	41,655	44,067	46,480
15	43,129	45,541	47,954
16	44,603	47,016	49,428
17	46,131	48,544	50,956
18	47,605	50,018	52,430
19	47,605	51,492	53,905
20	48,031	51,918	55,805
21	49,080	52,967	56,853
22	50,554	54,441	58,328
23	52,028	55,915	59,802
24	55,039	58,800	62,560

Masters 820
Credit Hours 256

SECTION II
(Continued)

SALARY PLACEMENT FOR 2002 – 2003

STEP	B	B+30	B+60
4	28,600	31,300	33,900
5	29,388	31,988	34,488
6	30,218	32,631	35,043
7	31,693	34,105	36,518
8	33,271	35,684	38,096
9	34,826	37,238	39,651
10	36,330	38,742	41,155
11	37,804	40,217	42,629
12	39,279	41,691	44,104
13	40,753	43,165	45,578
14	42,227	44,640	47,052
15	43,702	46,114	48,527
16	45,176	47,588	50,001
17	46,650	49,063	51,475
18	48,178	50,591	53,003
19	48,178	52,065	54,477
20	49,652	53,539	55,952
21	50,078	53,965	57,852
22	51,127	55,014	58,900
23	52,601	56,488	60,375
24	55,639	59,400	63,160

Masters 855
Credit Hours 267

SECTION II
(Continued)

SALARY PLACEMENT FOR 2003 – 2004

STEP	B	B+30	B+60
4	29,800	32,614	35,324
5	30,732	33,432	36,032
6	31,520	34,120	36,620
7	32,350	34,763	37,175
8	33,825	36,237	38,650
9	35,403	37,816	40,228
10	36,958	39,370	41,783
11	38,462	40,874	43,287
12	39,936	42,349	44,761
13	41,411	43,823	46,236
14	42,885	45,297	47,710
15	44,359	46,772	49,184
16	45,834	48,246	50,659
17	47,308	49,720	52,133
18	48,782	51,195	53,607
19	48,782	52,723	55,135
20	50,310	54,197	56,609
21	51,784	55,671	58,084
22	52,210	56,097	59,984
23	53,259	57,146	61,032
24	56,239	60,000	63,760

Masters 891
Credit Hours 278

SECTION II
(Continued)

SALARY PLACEMENT FOR 2004-2005

STEP	B	B+30	B+60
4	31,000	33,919	36,737
5	31,902	34,716	37,426
6	32,834	35,534	38,134
7	33,622	36,222	38,722
8	34,452	36,865	39,277
9	35,927	38,339	40,752
10	37,505	39,918	42,330
11	39,060	41,472	43,885
12	40,564	42,976	45,389
13	42,038	44,451	46,863
14	43,513	45,925	48,338
15	44,987	47,399	49,812
16	46,461	48,874	51,286
17	47,936	50,348	52,761
18	49,410	51,822	54,235
19	49,410	53,297	55,709
20	50,884	54,825	57,237
21	52,412	56,299	58,711
22	53,886	57,773	60,186
23	54,312	58,199	62,086
24	56,939	60,700	64,460

Masters 927
Credit Hours 289

SECTION II

(Continued)

NOTES:

Credit hours shall be added to the appropriate schedule on the basis of \$256.00 effective July 1, 2001; \$267.00 effective July 1, 2002; \$278.00 effective July 1, 2003; \$289.00 effective July 1, 2004 for each block of three (3) hours without limit. Such hours must have the prior approval of the Superintendent of Schools, taken from an accredited college or university, and shall fit one of the following categories:

- a.) Be required for certification.
- b.) Be part of a degree program or other program recommended by a college or university.
- c.) Be either in the field of education or in the general field of the teacher's work.

\$820.00 effective July 1, 2001; \$855.00 effective July 1, 2002; \$891.00 effective July 1, 2003; \$927.00 effective July 1, 2004 shall be added to the basic schedule for those possessing the Master's Degree. The Master's Degree payment shall be subject to verification by the issuing college. It shall be the responsibility of the teacher to furnish the required verification to the satisfaction of the Superintendent.

After fourteen (14) years of service in the District, on or before the opening of the school year, the teacher shall notify the Superintendent in writing as to his/her intentions to retire. Upon such notification, said teacher shall be placed on a floating step "F" at the rate of \$600.

LONGEVITY

Those employees that have been on step 24 for at least one full year will receive a total longevity stipend of \$1,250.00 during the 2001-02 school year.
Employees who have been on step 24 for more than one year as of 7/01/01 will receive a total longevity stipend of \$2,250.00 during the 2001-02 school year.

Those employees who have been on step 24 for at least one full year will receive a total of \$1,300.00 as a longevity stipend for the 2002-03 school year.
All employees who have been on step 24 for at least two full years will receive a total of \$2,550.00 for a longevity stipend for the 2002-03 school year.
All other employees who have been on step 24 for at least three full years as of 7/01/02 will receive a total of \$3,550.00.

Those employees who have been on step 24 for at least one full year will receive a total of \$1,400.00 as a longevity stipend for the 2003-04 school year.
Employees who have been on step 24 for at least two full years will receive a total longevity stipend of \$2,700.00 for the 2003-04 school year.
Employees who have been on step 24 for at least three full years will receive a total of \$3,950.00 for the 2003-04 school year.
Employees who have been on step 24 for at least four years or more as of 7/01/03 will

receive a total of \$4,950.00 as a longevity stipend for the 2003-04 school year.

Employees who have been on step 24 for at least one full year will receive a total of \$1,400.00 as a longevity stipend for the school year 2004-05.

Employees who have been on step 24 for at least two full years will receive a total of \$2,600.00 as a longevity stipend in the 2004-05 school year.

Employees who have been on step 24 for at least three full years will receive a total longevity stipend of \$3,900.00 in the school year 2004-05.

Employees who have been on step 24 for at least four full years will receive a total of \$5,100.00 for the 2004-05 school year.

Employees who have been on step 24 for at least five years or more as of 7/01/04 will receive a total longevity stipend of \$6,150.00 in the 2004-05 school year.

Step placement shall be made on the basis of one step for each year employed in the system. Teachers who work at least one-half year in any given year shall receive credit for one step. Teachers who work less than one-half year during any given year shall receive credit for one-half step.

IN-SERVICE TRAINING

- (1) One credit hour for successful participation in any Board approved in-service training program shall be granted when approved by the Superintendent of Schools. Said hour of local credit may be applied to qualify for additional salary consideration. The limit of earnable local service credit shall be a total of three hours and such limit of three hours, once earned, cannot be revoked. Any unauthorized absence from in-service training session shall be considered on the same basis as unauthorized absences from regular school calendar session. (Loss of pay on the basis of 1/200 of each day.) It is assumed all teachers shall participate in the local in-service training program.

SECTION II (Continued)

Beginning July 1, 1999, probationary teachers will match each day of the first three bonafide inservice days of their employment (1st year: October and March and 2nd year: October) with an equivalent three days of a teacher's own time (5.5 hours/day x 3 days = 16.5 hours) where the teacher completes curriculum and/or staff development provided that:

- 1) The building principal approves of the projects.
- 2) A time sheet is maintained for all projects.
- 3) A hard copy end product will be produced for inspection by the building principal and superintendent.

Probationary teachers have until the day before their tenure begins, if they are granted tenure, to complete this requirement. Payments will begin only after completion of the three inservice days and the three equivalent days (16.5 hours) of teacher self improvement on the teacher's own time. Payments may begin at the beginning of the probationary teacher's third year or the fourth dependent upon when the three days of equivalent time are completed. Only probationary teachers are eligible for this credit and only one block of credit may be earned in total even if a teacher is given more than one probationary appointment in the District.

Probationary teachers as of 1998-99 currently in their first or second year of employment with the District will complete this equivalent service but will be given an additional three calendar years to do so.

Long term substitute teachers who have worked an entire school year in the same position and are then hired by the District as a probationary teacher for the same position without a break in service, are eligible to count the long term substitute assignment toward this local service credit agreement.

Given time sheets, end products, and the appropriate principal's recommendation, the Superintendent will approve payment for this block of three credit hours.

(2) An additional nine (9) in-service credit hours for approved courses of a Teacher Center, which are given prior approval by the Superintendent, shall be allowed. The nine (9) hour limit may be extended upon approval by the Superintendent.

MINIMUM EXTRA-ACTIVITY SALARIES

District has the right to increase any of the listed stipends. Any such increase shall amend the listed amounts to reflect said specific increases only.

SECTION II
(Continued)

Title	2001-02	2002-03	2003 -04	2004-05
Audio Visual Aides	1,326	1,383	1,441	1,499
Musical	2,941	3,067	3,196	3,324
Senior Advisor	1,394	1,454	1,515	1,575
Junior Advisor	894	932	971	1,010
School Newspaper Advisor	1,325	1,382	1,440	1,497
Yearbook Advisor	2,572	2,683	2,796	2,908
National Honor Society Advisor	729	760	792	824
Student Council Advisor	1,465	1,528	1,592	1,656
Advisor Grade 9	511	532	555	577
Advisor Grade 10	511	532	555	577
Advisor Grade 7	317	331	345	359
Advisor Grade 8	317	331	345	359
Advisor Grade 6	485	506	528	549
Director of Physical Education *	3,676	3,834	3,995	4,155
Football - Varsity	3,705	3,864	4,027	4,188
Football - Assistant Varsity (2)	2,586	2,697	2,810	2,923
Football - Modified	1,950	2,034	2,119	2,204
Football - Assistant Modified	1,153	1,202	1,253	1,303
Basketball - Boys Varsity	3,705	3,864	4,027	4,188
Basketball - Girls Varsity	3,705	3,864	4,027	4,188
Basketball - Boys Junior Varsity	2,547	2,657	2,768	2,879
Basketball - Girls Junior Varsity	2,547	2,657	2,768	2,879
Basketball - Girls 7th Grade	973	1,015	1,057	1,100
Basketball - Boys 7 th Grade	973	1,015	1,057	1,100
Basketball - Girls 8th Grade	973	1,015	1,057	1,100
Basketball - Boys 8th Grade	973	1,015	1,057	1,100
Baseball - Varsity	2,427	2,532	2,638	2,744
Baseball - Modified	1,298	1,353	1,410	1,467
Softball - Varsity	2,427	2,532	2,638	2,744
Softball - Modified	1,298	1,353	1,410	1,467
Track & Field - Boys Varsity	2,427	2,532	2,638	2,744
Track & Field - Girls Varsity	2,427	2,532	2,638	2,744
Track & Field - Asst. Boys Varsity	1,298	1,353	1,410	1,467
Track & Field - Modified	973	1,015	1,057	1,100
Bowling - Girls Varsity	1,418	1,479	1,541	1,602
Bowling - Boys Varsity	1,418	1,479	1,541	1,602
Volleyball - Girls Varsity	2,407	2,511	2,616	2,721
Volleyball - Boys Varsity	1,450	1,512	1,576	1,639
Volleyball - Modified	973	1,015	1,057	1,100
Volleyball - J.V. Girls	1,418	1,479	1,541	1,602
Cross Country - Boys	1,851	1,931	2,012	2,092
Cross Country - Girls	1,851	1,931	2,012	2,092
Golf - Varsity	1,418	1,479	1,541	1,602
Field Hockey - Girls Varsity	2,089	2,179	2,270	2,361
Field Hockey - Girls Junior Varsity	1,205	1,257	1,309	1,362
Field Hockey - Modified	973	1,015	1,057	1,100
Skiing - Advisor	641	669	697	725
Intramurals - (Total)	1,112	1,160	1,208	1,257
Cheerleaders - Football / Basketball	1,914	1,996	2,080	2,163

* Referenced in separate Memorandum of Agreement

SECTION II

(Continued)

DEPARTMENT COORDINATORS

Coordinators are provided for the following categories: English, Social Studies, Science, Mathematics, Business and Commercial, Foreign Language, Computer Technology, and Music. Coordinators are to be paid (on annual basis) effective July 1, 2001 \$183.00 per assigned teacher, July 1, 2002 \$191.00 per assigned teacher, July 1, 2003 \$199.00 per assigned teacher and July 1, 2004 \$207.00 per assigned teacher. Part-time positions are to be pro-rated. Department makeup to be approved by the Board of Education and the need for such coordinators to be subject to annual review by the Board. No consideration is to be given for department coordinators' duties toward tenure and the Board exercises the prerogative of assigning department coordinators.

CHAPERONING

Chaperoning shall be defined as any educationally related activity teachers are requested to perform after the normal school day which is not designated an extra curricular activity in this contract, but shall exclude non-educationally related duties such as ticket taking at school events. Payment for non-educationally related duties is to be determined by mutual agreement between the school and the individuals concerned. Payment for chaperoning shall be on the basis of \$5.00 per hour, per event with a \$20.00 minimum with at least one (1) person per bus or event. Assignment of chaperones shall be on a voluntary basis. (Seasonal basis.)

TRANSFER CREDIT

Effective July 1, 2001, transfer credit for teaching experience for new hires shall be based on years of teaching experience and qualifications with five additional years at the discretion of the Superintendent.

SECTION III

TEACHER LOAD

Each teacher in the high school, with the exception of the Physical Education Department, will be assigned a maximum of five teaching classes plus one additional activity unless unusual circumstances occur. The Superintendent of Schools will meet with the affected individual and explain the circumstances should such occur.

SECTION IV

SCHOOL CALENDAR

The school calendar shall be recommended by the Professional Education Committee and completed by June 30th of each year. The Board of Education shall have final approval of said calendar. There shall be 185 school days - 182 days regularly scheduled plus three for in-service training programs to be mutually agreed upon by staff and administration paid for by the Board with local service credit as defined by Section II (Inservice Training). If by May 10th, it is determined that the number of school days will exceed 182, the excess days will be added to the Memorial Day weekend holiday.

SECTION V

PERSONAL LEAVE

Each full time teacher shall be allowed three days leave with pay for personal business each school year. Said leave is to be granted upon request of the teacher and any unused personal leave at the end of the year will be added to the teacher's sick leave. Unless unusual circumstances prevail, the teacher shall give the appropriate building administrator at least 48 hours notice of taking a personal leave day. Further, it is understood that personal leave days will not be used to extend a holiday or vacation.

Each full time teacher shall be entitled to five days leave with pay per year non-cumulative for death in family of the teacher or spouse. Family is to include and be limited to parents, grandparents and siblings of teacher or spouse, and children of teacher and spouse. An additional two days to be deducted from sick leave may be granted subject to the approval of the Superintendent of Schools and the teacher.

SECTION VI

GRIEVANCE PROCEDURE

- A. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. Each grievance shall be submitted in writing at Step III and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed. The initial step shall be within 30 school days after the alleged violation.
- C. The following steps shall be followed:
 - Step 1. Teacher(s) orally and informally confer with the Elementary Principal at the elementary level and with the Jr./Sr. High Principal at the jr./sr. high school level. A settlement at this stage must have the approval of the Superintendent of Schools.
 - Step 2. The teacher(s) shall request an appointment be made with the Superintendent of Schools. Said appointment shall be made within two school days, if feasible, and shall be attended by the teacher(s), Elementary Principal (at the elementary level) or the Jr./Sr. High Principal (at the jr./sr. High level). If the problem is not resolved at this level --

SECTION VI
(Continued)

- Step 3. The teacher(s) shall state the problem in writing. The Elementary Principal or Jr./Sr. High Principal shall attach an endorsement noting all pertinent facts and recommendations and submit same to the Superintendent of Schools, who, in turn, shall endorse his statement and/or recommendation and forward same to the Board President.
- Step 4. The Board President shall arrange for a Board hearing on the grievance. Said hearing date to be specified by the Board at its first regular meeting after the Board President has received the written statements noted in Step 3. If scheduled, such hearing shall be held within 30 days. If the Board approves the teacher's grievance, no hearing need be held and the teacher(s) will be notified within one week after the Board meeting that his/her grievance has been favorably acted upon and all necessary steps initiated to remedy it. Should a hearing be held, the Board must notify orally all parties concerned of its decision and the reasoning thereof within five days of the end of the hearing and confirm same in writing within fifteen days of the hearing.
- Step 5. Should the teacher(s) not accept the decision of the Board of Education within twenty calendar days after receiving written notification of same, the New York Mills Teachers Association may commence an arbitration proceeding within an additional ten calendar days. Said proceeding to be through an arbitrator mutually agreed upon between the Superintendent of Schools and the Teachers Association. If the parties cannot agree upon an arbitrator, then either party may apply to the American Arbitration Association for an arbitrator. Said arbitrator shall conduct the arbitration proceedings in accordance with rules of the American Arbitration Association. If mutually agreed by the parties, the expedited procedure for arbitration may be utilized. Cost of said arbitration proceedings to be equally shared by the Board of Education and the New York Mills Teachers Association. The decision of the arbitrator as it pertains to the interpretation and application of the agreement, including the determination of material damages, if any, shall be final and binding on both parties. The arbitrator shall not have the authority to substitute his judgment as to the degree of any penalty.

All conferences or hearings under the grievance procedure shall be held after school hours insofar as possible.

SECTION VII

CHILD CARE LEAVE

- A. A Child Care Leave of Absence may begin at any time prior to the birth of a child or immediately following the disability period connected with the birth. A thirty day written notice is required. The school district may require a doctor's certificate to continue work during pregnancy.
- B. Up to two years will be granted as unpaid leave of absence. (For the purposes of this section, date of adoption of pre-school child shall have the same effect as date of birth.) A teacher may not use sick leave during the period of the unpaid Child Care Leave.
- C. A teacher may return prior to the end of the Child Care Leave of Absence provided that the District has received forty-five days written notification of the desire to return and such return is scheduled at the beginning of a semester.
- D. The teacher will be given no salary credit (except as Section II provides) for the period of unpaid leave.
- E. A teacher will be eligible for sick leave pay within her accumulated sick leave for the school work days that she is unable to work due to her physical disability. The teacher's attending physician must certify that her physical disability prevents her from working. Sick leave will be based upon that period of time as certified by said physician.

SECTION VIII

ASSIGNMENTS AND TRANSFERS

- A. Teachers already in the system shall receive notification of changes in their assignments in writing for the ensuing school year, whenever possible, by May 15th, or as early as practical, but not later than June 1st of the current school year.
- B. Teachers shall be notified in writing immediately of any change in their programs and schedules for ensuing school year, including the schools to which they will be assigned and the grades and/or subjects that they will teach. In the event of a change of circumstances or conditions, such assignments may be changed as required to meet the situation in the best interests of the instructional program. Persons affected shall be notified in writing immediately.
- C. In making teaching assignments, the convenience and wishes of the teacher will be given consideration unless they conflict with the instructional requirements of the school system.

SECTION VIII

(Continued)

- D. In cases where an opening occurs during the school year, teachers certified in the vacancy area, currently employed, will be given an opportunity to bid on such vacancies provided that they apply within the ten (10) day posting period.

Teachers who wish to be considered for any vacancies that may occur during the months of July and August shall file with the principal of the building their intentions in writing on or before June 30. The Superintendent of Schools shall notify such interested teachers of any vacancy.

- E. All other factors being substantially equal, the applicant with the greatest length of continuous service in the school system will be selected for the position.
- F. In the event of emergency situations, the district can ask a teacher, on a volunteer basis, to take a class when a substitute is unavailable. Teachers will not be asked to cover more than one class per day as a substitute and will receive a stipend of \$22 per class for the 2001-02 and 2002-03 school years. The stipend will increase to \$25 per class for the 2003-04 and 2004-05 years. Any teacher who wishes to volunteer for such duty may do so through the appropriate building principal. There will be a rotating list in each building office in the event that there are surplus of willing participants.

SECTION IX

PROFESSIONAL EDUCATION COMMITTEE

This committee is established with a maximum of six members from each side. There will be a rotating chairman between the teachers and the administration. Each side will have one vote. Two votes means a unanimous decision; one vote on each side would be a stalemate. There will be a joint planning committee to set up the agenda for each month with no more than two items to be covered; one proposed by the teachers, the other by the administration, or if one side had no proposals, then two from the same side would be discussed.

SECTION X

BUDGET

At the time the budget is drawn up, but not later than March 15, the Elementary School, Jr.-Sr. High School and all special departments will be consulted on their budget requirements including conference requests for the coming school year and will be given a tentative budget allotment for that year by May 15.

Departments or teachers dissatisfied with their allotment will be given the opportunity to present their requests directly to the Superintendent of Schools. Upon voter approval of the budget, each department or grade will be notified of its definite, established allotment.

The Superintendent of Schools or his designee will hold briefing sessions with the Professional Education Committee to keep the staff informed of the educational philosophy and the financial, economic consideration upon which the budget is built.

SECTION XI

COMPENSATION

Teachers absent due to an injury covered by the conditions as set forth by Workers' Compensation shall be given sick leave under the existing sick leave policy and paid accordingly. If the injury necessitates absence beyond the amount of their accumulated sick leave, the remaining days will be covered under the Workers' Compensation Insurance. The accumulated sick leave will not be forfeited because of time lost that is covered by compensation. Compensation payments for periods covered by sick leave are to be paid to the school district.

SECTION XII

HEALTH AND DENTAL INSURANCE

- A.
 - 1. Health Insurance shall be provided under the Blue Cross/Blue Shield Health Plan mutually agreed to by the parties in June 1999.
 - 2. No individual with pre-existing conditions will suffer any losses because of the change in health carriers.
 - 3. All retirees and families will be covered by the new plan at the same rate they were covered by old plan.
 - 4. The District will pay 95% of the cost of individual coverage and 85% of the cost of family coverage. All unit members hired after 11/22/94 will receive

Section XII
(Continued)

health insurance as provided, except the contribution rates by the District will be 90% individual/70% family through the 2001-02 school year.

Effective the following dates, the rates for new employees and anyone with less than 5 years with the district will be as follows: 90% individual/75% family for 2002-03, 95% individual/80% family for 2003-04, and 95% individual/85% family for 2004-05 and beyond.

5. Beginning with retirees in 2001-02 school year, the district will pay 55% for individual coverage and 40% for family coverage.

For retirees in 2003-04, the district will pay 60% for individual and 45% for family coverage.

For anyone retiring during the school years of 2004-05 and beyond, the district will pay 65% for individual and 50% for family coverage.

6. If during the life of this agreement, the District wishes to unilaterally change health insurance, the following conditions must be met: (Blue Cross/Blue Shield will remain the carrier from July 1, 2001 – June 30, 2005.)
- (a) The District will submit to the Union, at least ninety (90) days prior to the intended date of implementation and/or the end of the agreement, its proposed change of carrier. Any proposal must contain a properly licensed insurance carrier.
 - (b) The proposed plan must be equal to, or better than, the current plan in regards to each and every benefit. Its procedures must not limit teachers in any way that they are not currently limited and its system of determining reasonable and customary charges must produce benefit levels at least as high as the current plan.
 - (c) No individual with pre-existing conditions will suffer any losses because of the change in health carrier.
 - (d) The Union has up to sixty (60) days to approve this plan. They will approve it if all the conditions in paragraphs (a), (b) and (c) are met. However, if the Union determines that the proposed plan is not completely equal, it will have no obligation to approve the plan.

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(Continued)

- (e) If the Union does not approve the proposed plan, the matter may be placed before an arbitrator under the expedited arbitration procedures. The arbitrator will be empowered to determine whether the proposed insurance coverage and plan is equal to the current system. If he determines it is not equal, the plan shall not go into effect. He shall render his award within ninety (90) days from the date the District submitted the plan to the Union.
 - (f) All retirees and families will be covered by the new plan at the same rate they were covered by the current plan.
 - (g) The District will pay 95% of the cost of individual coverage and 85% of the cost of family coverage.
 - (h) If the district determines that health insurance expenses are becoming cost prohibitive, the superintendent can initiate discussion with the association to investigate alternatives.
- B. Beginning February 1, 1988, the District dental plan will be improved by adding orthodontic and periodontic coverage. The District will pay up to \$360.00 effective September 1, 1999 annual premium for each participating teacher in the dental plan.
- C. Part-time employees beginning service after December 1, 1987 shall be eligible for health and dental coverage. The cost to the district shall be pro-rated on the basis of time worked. Example: 50% pay - District would be obligated for 50% of normal District obligation.
- D. The District will provide the health insurance premium account of an IRS section 125 plan. Such plan will include the medical expenses and dependent care accounts, and will continue so long as legal or until modified by the parties.
- E. The parties will establish a bilateral committee to study the health insurance coverage issue.
- F. Health Insurance Buyout

For those employees who receive the District's Health Insurance coverage on or before July 1 (or the date of hire for new employees), a cash buyout is proposed as follows:

Individual	\$750/year
Family	\$2,000/year

An employee who loses his/her other health coverage during the year, e.g., divorce or death of individual who is insurance provider, and who has opted out of the District Plan and wishes to reenter must make immediate written request to the

SECTION XII

(Continued)

Business Office and will be readmitted to the plan in accordance with rules and regulations of the carrier. A unit member who returns to the District Plan during the course of any school year will only be entitled to a pro-rata amount of the option stipend for the time the employee was not in the plan.

Sick Leave conversion to credit for Health Insurance Coverage into Retirement

The school district shall credit a teacher retiring from New York Mills for unused sick leave remaining at the end of the last school day prior to actual retirement on the basis of \$30.00 per day, effective July 1, 2000, for each unused sick leave day. The teacher must actually be a full, regular retiree from the New York State Teachers' Retirement System to qualify and must have completed ten (10) years of actual service in the school district to qualify for the sick leave conversion.

Assuming a teacher upon retirement had, on the last school day prior to retirement, an accumulation of one-hundred (100) sick leave days - the teacher would be given credit for five-hundred (\$500) (100 x \$5). \$5.00 is 1977-79 figure toward payment of the health insurance premium due for individual coverage during retirement. The current monthly premium for individual coverage is \$66.16 with a retiree paying \$33.08 per month and the district contributing \$33.08 per month. By dividing \$33.08 into \$500, the result is 15.1. This is rounded upward, meaning that the district will pay full coverage for 16 months. The district responsibility for payment of the employee share of the premium would cease either upon exhausting the full amount credited by the sick leave conversion or the death of the teacher entitled to same, whichever came first.

SECTION XIII

JURY DUTY

Any teacher called upon by the court to serve on jury duty shall be compensated at full pay for the time served subject to the following conditions:

1. The teacher shall return to the school district all compensation except mileage paid by the county, state, federal and local government for serving on jury duty.
2. Where schedules may be adjusted, the teacher's schedule may be adjusted.
3. The teacher shall notify the Superintendent of Schools or building principal promptly of his/her notice to appear for jury duty.
4. If the teacher's schedule is adjusted for his period and he completes a normal workweek, provision #1 above shall not prevail.

SECTION XIV

SUMMER CURRICULUM WORK

Philosophy The underlying philosophy of the summer curriculum and staff development work (for the purpose of this section referred to as summer work) is to improve the quality of the teaching/learning process. Major consideration must be given to the benefits that will accrue to the pupils, programs and schools of the community.

Purpose Summer work may be granted for graduate work, study, travel, curriculum development and/or revision, or other educationally sound purpose.

Length of Work Summer work may be granted for any length of time not exceeding eight (8) weeks which falls during the traditional summer vacation.

Quota There shall be no numerical quota on the amount of work which may be granted. However, the minimum amount of money, which may be expended in any given summer is \$2,400. At least three (3) individuals shall be eligible.

Application Procedures Teachers who are eligible to receive summer work shall apply in writing to the Superintendent of Schools on or before March 15 of the school year immediately preceding the summer for which the work is proposed. An initial application shall be made on forms to be furnished by the Superintendent of Schools. The application shall include a detailed statement of purpose for the work, the effective dates, the amount of funding requested and expected outcomes of the work. The Superintendent of Schools may request additional information if necessary.

Notification The Superintendent of Schools shall review all legitimate applications. In certain instances, Department Coordinators and members of the teaching and/or administrative staffs may be requested or required to make recommendations to the Superintendent of Schools. The Superintendent of Schools shall make recommendations for approval to the Board of Education who may approve or fail to approve any or all such works. Subsequent to Board approval, but not later than April 25, all applicants will be informed, in writing, of the status of their proposals with respect to funding.

Compensation The recipient of summer work shall receive payment in equal or nearly equal installments on the pay dates established for 12 month employees of the district.

Guarantee of Return The recipient of summer work shall guarantee, in writing, his return to employment in the district for at least one school year immediately following the summer during which the work was granted. The recipient may be asked to furnish the district with a suitable bond indemnifying the district against loss in the event that the recipient shall fail to render at least one year's service to the district immediately following. The bond and the teacher's written commitment shall be exonerated if the recipient is unable, because of circumstances beyond his or her control, to return to district service.

SECTION XV

LEAVES OF ABSENCE

Teacher requests for leave of absence without pay up to one year will be given receptive consideration and granted upon recommendation of the Superintendent of Schools. The Superintendent of Schools shall inquire of a teacher on leave, in writing, on or after April 1 of his or her intention to return and the teacher shall respond within 30 days thereafter.

Leaves granted for educational, professional or public service will be considered as continuous service for salary schedule placement upon return.

SECTION XVI

CONSOLIDATION

The status of consolidation for the New York Mills School District is at ground zero. When there appears to be any change in the present status of consolidation, the Board of Education will immediately notify the Teachers Association.

SECTION XVII

FACULTY CHILDREN

Eligible children of members of the faculty not residents of the school district will be accepted as students within the school system without payment of tuition subject to the approval of the Superintendent of Schools and the Board of Education.

SECTION XVIII

SICK LEAVE

Annual sick leave shall be eleven (11) days per year for all full time teachers with unlimited accumulation.

SECTION XIX

SICK LEAVE BANK

A sick leave bank, not to exceed the number of teachers employed by the district multiplied by two (2), will be created through equal contributions by the district and district teachers wishing to participate. First year teachers will be excluded from participating in the sick leave bank. At the conclusion of one year's service to the New York Mills System, teachers will be given an opportunity to elect participation in the bank.

SECTION XIX (Continued)

The sick leave bank will be replenished whenever the number of days therein is exhausted, but not more than once during any school year. Days will be replenished by matching contributions from the district and participating teachers. Should the bank require replenishing during a school year, there shall be no interruption of benefits to a teacher otherwise eligible to apply for use of days available from the bank.

Any participating district teacher whose sick leave accumulation has been exhausted for five (5) or more school days will be free to apply for additional leave days, not to exceed the number of days remaining in the then current school year.

Upon receipt of a request for use of leave days from the sick leave bank, the Superintendent of Schools shall, within five (5) school days, decide whether and to what extent, additional days shall be granted. The individual requesting the additional days shall, within seven (7) school days of the initial request, be notified in writing of the Superintendent of School's decision. In no instance shall the total number of leave days granted from the sick leave bank exceed the number of teachers employed by the district multiplied by two (2).

PROCEDURES COVERING USE OF THE SICK LEAVE BANK

In addition to the contractually established provisions guiding use of leave days from the bank, the following guidelines for use will apply:

- A. The number of days to be made available will depend upon the individual's years of service in the district and his or her accumulated leave at the beginning of the school year during which leave benefits are requested.
- B. An individual granted leave from the bank will be required to submit once during each two (2) week period of leave, a physician's affidavit certifying his or her disability.

Example: A teacher employed in New York Mills for 7 years whose accumulated leave as of September was 46 days.

- a. One day of leave will be granted for each year of employment or fraction thereof (7 days).
- b. One day of leave will be granted for each two full days of accumulated leave as of September (23 days).

In this case, the individual would receive 30 days of leave from the bank for the given school year during which the leave was requested.

SECTION XX

EXCHANGE OF INFORMATION

The Superintendent of Schools and the Teachers Association agree to furnish each other, or provide access to, such public information as is required for carrying on negotiations and effectuating any agreement between the two parties. Such information will include the budget, teachers and administrative salary data, district property valuation and tax revenue, and the annual financial report.

The public minutes of board meetings will be available to designated representatives of the Teachers Association on the same basis they are available to any resident or taxpayer of the district.

Public minutes of the Teachers Association meetings will be available to designated representatives of the administration on the same basis as they are available to members of the Teachers Association.

SECTION XXI

NEGOTIATION PROCEDURES

Within the first two weeks of January, the negotiating teams shall meet and exchange proposals.

The ground rules for the negotiation meetings to follow shall be agreed to by the parties at the same meeting.

SECTION XXII

ASSOCIATION PRESIDENT

The Association President or his designee may use his free periods and lunch periods to conduct Association business, which may necessitate leaving the building, providing it in no way interferes with the educational programs. The president or teacher involved will notify his building principal before leaving. If this will interfere with the educational program, the principal may direct him to remain in the building.

SECTION XXIII

ASSOCIATION LEAVE

The Association President or his designee will be released for four days during each school year to attend local, state or national teacher conventions such as the NYSUT House of Delegates meeting.

SECTION XXIV

FAIR DISMISSAL

A. Dismissal - Probationary Teachers.

No classroom teacher (on probationary appointment) who has completed one year's service to the district shall be dismissed without just cause. Teachers in their second year of service may grieve dismissal through the Board of Education stage of the Grievance Procedure. Teachers in their third year of service may grieve dismissal through arbitration.

B. Dismissal - Tenured Teachers.

A teacher on a tenure appointment shall not be dismissed unless for neglect of duty, incapacity to teach, immoral conduct, or other reason which the Commissioner of Education has held to be sufficient cause for dismissal.

A teacher brought up on charges under Education Law 3020 and 3020-a, for which the Board of Education is seeking dismissal, shall have the option of using the grievance procedure in place of the procedures of the Education Laws 3020 or 3020-a. A teacher brought up on charges that the Board of Education is seeking dismissal for shall have ten (10) days from the receipt of the official notice of charges to choose to use the grievance procedure. Failure to properly notify the District shall constitute a waiver of his/her rights under this section.

A teacher choosing the arbitration procedure will waive the first three (3) steps of the grievance procedure and will file directly on Step 5 to arbitration. The teacher choosing the arbitration procedure shall be suspended with pay pending the decision of the arbitrator. Pay shall be for the number of school days within the one-hundred twenty (120) days following the date of notice of choice of option. The one-hundred twenty (120) days shall not include days during the months of July and August.

SECTION XXV

REPRESENTATION AT MEETINGS

Any teacher, at his request, shall have the right to be accompanied by a representative of the Association at any official meeting with a member of the administration or the Board which involves disciplinary action or other matters covered by the collective bargaining agreement.

SECTION XXVI

PERSONNEL FILES

1. There shall be one file maintained for each teacher in the central administration office.
2. Teachers shall have the right to review their file. Copies of the contents, exclusive of pre-employment recommendations and information, shall be made at the cost of the teacher. The file shall not be allowed out of the office.
3. Teacher has the right to attach his/her comments to anything placed in the file.
4. All items placed in the file shall be done so within fifteen (15) school days of the incident involved or from the time it became known to the Superintendent of Schools.

SECTION XXVII

CONFERENCES

- A. One teacher from each subject area for the Junior-Senior High School will be permitted to attend one conference or convention of two or more days, subject to the approval of the Superintendent of Schools and the budget allotment specified by the Board of Education. Approval of the application is a guarantee that the teacher will be reimbursed for standard expenses incurred while attending the conference or convention without loss of pay.
- B. One teacher from each grade level in the elementary school will be permitted to attend one conference or convention requiring two or more days attendance subject to the approval of the Superintendent of Schools and the budget allotment specified by the Board of Education.
- C. Teachers with tenure will be given preference.

SECTION XXVIII

SAVINGS CLAUSE

If anything in this agreement is found or ruled to be contrary to law, that section or phrase shall be null and void, but the rest of the agreement shall remain in full force and effect.

SECTION XXIX

AGENCY FEE

The District shall be responsible to deduct from the salary of its employees in the bargaining unit (who are not members of the New York Mills Teachers Association) an amount equal to the dues levied by the New York Mills Teachers Association and shall transmit such from each deduction to the New York Mills Teachers Association in accordance with law.

SECTION XXX

NYSUT BENEFIT TRUST

The District will provide a payroll deduction for teacher participation in NYSUT Benefit Trust.

SECTION XXXI

RETIREMENT INCENTIVE

Available to all unit members currently eligible to retire according to NYSTRS and those who become eligible to retire according to NYSTRS during the life of the 2001-2005 contract. "Eligible" means eligible to retire under NYSTRS with or without penalty.

Available only during the life of the 2001-2005 agreement. This Article shall be void at the end of the workday June 30, 2005.

All unit members who become eligible to retire between July 1, 2001 and June 30, 2005 must have an effective date of retirement on or before June 30 of the year they become eligible. Employees who became eligible for retirement prior to June 30, 2001 will have the opportunity to qualify for this incentive with an irrevocable letter submitted to the district office no later than 3:00pm on Thursday July 19th, 2001. This non-precedent setting opportunity shall not be repeated during the life of this contract.

Unit members wishing to apply for the retirement incentive must meet all the above criteria and must submit an irrevocable letter of resignation for the purpose of retirement at least 120 calendar days prior to the effective date of retirement.

The incentive will be in the amount of \$750 per year of full-time service to the New York Mills School District, to a maximum of 26 years of service for the 2001-02, 02-03, 03-04 years. The amount of \$800 will be used for individuals retiring during the 2004-05 school year.